



## Terms and Conditions

### 1. Introduction

This funding application is run by KPMG Services (Pty) Ltd, henceforth refer to as “KPMG”. The entity applying for the funding, agrees and accepts the application rules as set out in these Terms and Conditions.

### 2. Period

The funding application is open from 21 May 2018 and will close on 18 June 2018 at 17h00.

### 3. Who can apply?

The funding application is for registered South African organisations not operating for profit. The areas of focus in Education as outlined in our proposal notification and website [www.kpmg.com/za/publicinterestfunding](http://www.kpmg.com/za/publicinterestfunding) are literacy, early childhood development, cradle to career, and programmes that address the key challenges in education. Please note that organisations applying for project funding that does not fall within the Education sector will not be considered for application.

This application is not open to any employee, director, shareholder, agent, consultant, client and/or third party contractor of KPMG and to family members of such persons or entities.

Further exclusions from the funding process are funding applications intended to benefit Individuals, For-Profit Companies, political and religious organisations.

### 4. How to apply?

The application must be signed by a person duly authorised to do so, on behalf of a qualifying organisation.

You are requested to submit your Application Form which should include the signed Terms and Conditions.

Your attention is drawn to KPMG’s privacy statement attached [here](#). By submitting a signed copy of the Application Form and Terms and Conditions, you confirm that you have read, understood and accept KPMG’s privacy statement regarding the processing of your personal information.

## 5. General terms and conditions of funding

- 5.1. It is important that your application is received by the closing date for the funding application. Applications received after the closing date will not be considered, regardless of the reason for the late application. The period of four weeks has been set aside to allow for reasonable time for the satisfactory completion of your application. As such, without limitation, KPMG will not be responsible for any technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer hardware or software failure or malfunction, traffic congestion (whether physical, or on the internet, telephone lines or at any service provider, web site or other device or medium), or any combination thereof, or any other technical or other problems in connection with the submission of your application or information required in connection with your application.
  - 5.2. It is the applicant's responsibility to ensure that information provided to us is accurate, complete and up to date. Should any of the information provided in connection with this funding application prove to be invalid, inaccurate, false or misleading, your application will be disregarded with immediate effect.
  - 5.3. KPMG may at any time after receipt of an applicant's application request additional information or clarification of submitted information, in writing. We may require you to provide us with such additional information and documentation as we may reasonably require in order to process, confirm and facilitate your application. Sufficient timelines will be provided for such request. If the applicant is not able to provide us with the requested information or documentation on a timely basis as agreed, your application will be disqualified.
  - 5.4. A detailed due diligence assessment will be undertaken for all shortlisted applicants as a way of validating information provided as part of the application.
  - 5.5. KPMG reserves the right at all times, at its sole and absolute discretion, to amend, vary, postpone, suspend, or cancel the funding application, or any aspect thereof, without notice and without explanation at any time, for any reason which we deem necessary.
  - 5.6. KPMG anticipates that there will be a significant number of applications received and processed. As such, it is important to note that KPMG is under no obligation to accept, review or consider any specific application and reserves the right to deal with and accept applicants to the exclusion of other applicants following comprehensive screening of all applications against KPMG's [predefined evaluation criteria](#). The final decision to accept or decline applications will be that of an Independent Working Group.
  - 5.7. KPMG will have no liability or obligations to any prospective beneficiary, except to make payment to the successful applicant(s), which amount will be determined by the evaluation committee.
  - 5.8. KPMG will not be responsible or liable for any expenses incurred by the applicant in preparing and submitting the application,
6. The funding may be withdrawn under the following conditions, and a new successful applicant will be chosen in these circumstances:
- 6.1. if a successful applicant does not accept the funding terms and conditions as contained herein;
  - 6.2. if an application is not valid for whatever reason;
  - 6.3. if an applicant has breached these terms and conditions;
  - 6.4. if an applicant fails to accept the funding;

- 6.5. if KPMG deems such applicant to have renounced the funding;
  - 6.6. if it is unlawful to give the funding to the applicant.
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7. Incidental expense and all other costs and expenses which are not specifically listed as part of the funding and which may be associated with the funding acceptance, receipt and use of all or any portion of the funding are solely the responsibility of the successful applicant/s. All applicable taxes associated with the receipt or use of the funding is solely the responsibility of the successful applicant/s
  8. These terms and conditions will be interpreted and enforced in accordance with the laws of contract and dispute resolution in the Republic of South Africa.